

REMARKS

In response to the Office Action dated November 23, 2004, Applicant respectfully requests reconsideration based on the following remarks. Applicant respectfully submits that the claims as presented are in condition for allowance.

The drawings were objected to. Submitted herewith are replacement sheets of drawings addressing the items raised by the Examiner.

Claims 1, 5, 14 and 15 were rejected under 35 U.S.C. § 102(b) as being anticipated by Marriott. Claims 2 and 3 were rejected under 35 U.S.C. § 103 based on Marriott. The features of claim 8 have been added to claim 1. As Marriott was not applied to claim 8, the rejection based on Marriott is moot.

Claims 1-5, 8, 9, 12, 13 and 16 were rejected under 35 U.S.C. § 102(b) as being anticipated by Webb. This rejection is traversed for the following reasons.

Embodiments of the invention provide a fluid assembled coupling and fitting that are secured to a fluid carrying metal tubing and a fluid impermeable sleeve. As the system is designed for field termination, the coupling includes threads for engaging an outer surface of the sleeve that is unthreaded. Similarly, the fitting includes threads for engaging the interior of the coupling. This allows the sleeve and tubing to be cut to length in the field and the fitting and coupling installed.

Webb is directed to a rigid, pipe coupling assembly in which concentric plastic pipes are used to contain leaks when transporting hazardous liquids. Although Webb uses the term "flexible" the piping is not corrugated or designed to flex. This is clear by the use of elbows and tees in Webb. As rigid elbows and tees are used in Webb, the system is more difficult to install in the field. Webb fails to teach many of the elements of claim 1.

Claim 1 recites "a coupling having a first end and a second end, said first end having interior threads engaging an unthreaded outer surface of said sleeve." In applying Webb, the Examiner relied on elements C and N as corresponding to the claimed coupling. These elements, however, engage a threaded surface on the sleeve. In embodiments of the invention, the coupling is secured to the sleeve in the field after the sleeve has been cut to length. The outside surface of the sleeve is not threaded. The coupling internal threads grab

into the exterior surface of the sleeve to secure the coupling to the sleeve. This feature is not taught by Webb.

Claim 1 also recites “said coupling having a vent opening in fluid communication with said interior of said sleeve and an exterior surface of said sleeve.” In applying Webb, the Examiner cites element 62 as corresponding to the claimed vent opening. Element 62 in Webb is an axial passageway that runs along the length of the sleeve (see Column 13, lines 26-35). As claimed by Applicant and shown in Figure 1, the vent opening extends from the interior of the sleeve to the exterior of the sleeve. Webb does teach a vent fitting 204, but this opening is not formed in a coupling. Again, by placing the vent opening in the coupling, embodiments of the invention may be assembled in the field. The sleeve is cut to length, and the coupling establishes the venting.

Claim 1 also recites “a metal fitting secured to an external surface of said tubing and coupled to an interior surface of said coupling.” In applying Webb, the Examiner considers ferrule F to correspond to the claimed fitting. The ferrule F in Webb is secured to sleeve Si through coupling N but is not coupled to the tubing Pi as recited in claim 1.

For at least the above reasons, Webb fails to teach the elements of claim 1. Thus, claim 1 is patentable over Webb. Claims 2-5, 9, 12, 13 and 16 variously depend from claim 1 and are patentable over Webb for at least the reasons advanced with reference to claim 1.

Claims 10 and 14 were rejected under 35 U.S.C. § 103 as being unpatentable over Webb. Claims 10 and 14 depend from claim 1 and are patentable over Webb for at least the reasons advanced with respect to claim 1.

Claims 6 and 9 were rejected under 35 U.S.C. § 103 as being unpatentable over Webb in view of Sharp. Sharp was cited for disclosing an o-ring seal but fails to cure the deficiencies of Webb discussed above with reference to Webb. Claims 6 and 9 depend from claim 1 and are patentable over Webb in view of Sharp for at least the reasons advanced with respect to claim 1.

Claim 7 was rejected under 35 U.S.C. § 103 as being unpatentable over Webb in view of Mau. Mau was cited for disclosing corrugated stainless steel tubing but fails to cure the deficiencies of Webb discussed above with reference to Webb. Claims 6 and 9 depend from

claim 1 and are patentable over Webb in view of Sharp for at least the reasons advanced with respect to claim 1.

In view of the foregoing remarks and amendments, Applicant submits that the above-identified application is now in condition for allowance. Early notification to this effect is respectfully requested.

If there are any charges with respect to this response or otherwise, please charge them to Deposit Account 06-1130.

Respectfully submitted,

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